



Upper Minnesota Valley  
**REGIONAL DEVELOPMENT COMMISSION**  
Helping Communities Prosper

323 W. Schlieman Ave. Appleton, MN 56208 320.289.1981 [www.umvrdc.org](http://www.umvrdc.org)

**CONTRACT FOR PROFESSIONAL SERVICES**  
UPPER MINNESOTA VALLEY REGIONAL DEVELOPMENT COMMISSION  
and the  
CITY OF APPLETON  
FY22-03

This Contract for Services, made this 1<sup>st</sup> day of July, 2021 is by and between the CITY OF APPLETON, MINNESOTA, hereinafter referred to as the CITY, and the UPPER MINNESOTA VALLEY REGIONAL DEVELOPMENT COMMISSION hereinafter referred to as the UMRDC.

The purpose of this Contract is to provide a mutual understanding concerning the services to be rendered to the CITY by the UMRDC.

**SECTION I. DESCRIPTION OF UMRDC SERVICES**

The UMRDC hereby agrees to:

- A. Serve as the primary contact for USDA in the ongoing administration of the loan fund.
- B. Complete all required quarterly and annual USDA reporting
- C. Coordinate, discuss, and evaluate applications with potential borrowers
- D. Maintain secure electronic loan files
- E. Complete the following for the CITY loan committee meetings:
  - a. Prepare and provide loan review packet prior to meeting
  - b. Present loan packet to board
  - c. Supply RLF loan activity summary and treasurer's report at request
- F. Coordinate the legal and administrative activities required for loan closings, including completing all loan fund disbursement requests to USDA

- G. Provide loan portfolio monitoring which consists of collecting and managing current documentation for loans including:
  - a. Insurance
  - b. UCC filings
  - c. Property taxes
  - d. Request of annual financial statements
- H. Tracking of payments
  - a. Posting payments into loan software
  - b. Provide borrowers with year-end financial documentation
  - c. Facilitate the initiation of ACH payments into CITY'S bank account
- I. Provide marketing of the loan fund in a variety of avenues including, but not limited to:
  - a. City's website
  - b. Newspaper
  - c. Social media posts
  - d. Print materials for current city industry around expansion opportunities

## **SECTION II. DESCRIPTION OF CITY'S RESPONSIBILITIES**

The CITY agrees to:

- A. Acknowledge that providing these services does not guarantee that the RLF will not experience loan defaults or unrecoverable losses.
- B. Appoint a primary contact for this project. That person is  
  
Name/Title:  
Contact Information:
- C. Provide the UMVRDC with documents as requested for the maintenance of the loan fund
- D. Maintain bank account for loan fund and manage all bank transactions
- E. Approve or deny all loan requests
- F. Maintain secured master loan files
- G. Provide the UMVRDC with documentation as needed to properly manage the loan fund including but not limited to the following:
  - a. Monthly bank statements

- b. ACH notifications
  - c. A check for any approved loan prior to the scheduled closing
- H. Compensate the UMRDC in accordance with Section IV of this Contract

### **SECTION III. CONTRACT PERIOD**

- A. This Contract is effective from July 1, 2021, to June 30, 2022.
- B. The Contract may be amended upon approval by both the UMRDC and the CITY.

### **SECTION IV. COMPENSATION FOR SERVICES**

- A. The UMRDC will be compensated for the annual accounting software subscription of approximately \$400
- B. The UMRDC shall be compensated \$80/hr for services provided in Section I of this Contract
- C. Pay for all direct costs including but not limited to:
  - a. mileage
  - b. copies
  - c. annual accounting software subscription
  - d. postage
  - e. legal fees
- D. The UMRDC will provide the CITY with an invoice and summary of services on December 31, 2021, and June 30, 2022.

### **SECTION V. GENERAL PROVISIONS**

- A. Changes in UMRDC Services  
In the event the CITY requests additional service from that described in Section I, and such services are to be completed by the UMRDC, the UMRDC shall be entitled to additional compensation as agreed to by both the UMRDC and CITY. This Contract shall be amended, or a new contract shall be created, to reflect additional services and compensation.
- B. Insurance and Liability  
To the fullest extent permitted by law, the CITY and UMRDC agree to defend, indemnify and hold harmless the other party and its owners, members, shareholders, officers, directors, board members, contractors, subcontractors, employees, officials, and agents from and against all claims, actions, damages,

lawsuits, losses and expenses, including reasonable attorney fees and costs, arising out of a party's negligence or a party's performance or failure to perform its obligations under this Contract. A party's indemnification obligation shall apply to a party's contractor(s), subcontractor(s), or anyone directly employed or hired by a party, or anyone for whose acts a party may be liable. The CITY and UMVRDC agree this indemnity obligation shall survive the completion or termination of this Contract.

C. Termination

This agreement may be terminated with or without cause by either the UMVRDC or CITY upon fourteen (14) days prior written notice. In the event of termination, the CITY shall be obligated to the UMVRDC for payment of amounts due and owing including payment for services performed or furnished to the date of termination, computed in accordance with Section IV of this Contract agreement.

D. Severability

Any provision or part of the Contract identified by either party as unenforceable under any law or regulation shall be considered stricken, but all remaining provisions shall continue to be valid and binding upon the UMVRDC and CITY. The Contract shall be revised to replace such stricken provision with a valid and enforceable provision that comes as close as possible to expressing the intentions of the stricken provision.

**SECTION VI. ACCEPTANCE**

The UMVRDC and CITY hereby accept this Contract for professional services. The parties hereto have caused this Contract to be duly executed.

\_\_\_\_\_  
EXECUTIVE DIRECTOR  
UMVRDC

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_